

15 DEPOSITION OF DOUGLAS R. TROESTER

16 Los Angeles, California

17 Wednesday, March 6, 2013

1 A. The pause was I was clarifying in my mind
2 whether unemployment is disability, but I don't
3 believe it is.

4 Q. No. I'm not asking --

5 A. So no.

6 Q. Okay. Thank you. Are you currently
7 employed?

8 A. No, I am not.

9 Q. When was the last time you were employed?

10 A. January of 2011.

11 Q. And was your last employment with
12 Starbucks?

13 A. Yes, it was.

14 Q. You were employed by Starbucks for two
15 distinct periods of time?

16 A. That is correct.

17 Q. Most recently you were employed from
18 sometime in 2008 through January 2011; is that
19 right?

20 A. That is correct.

21 Q. While you were employed by Starbucks
22 during that period of time, did you have employment
23 with anybody else as well?

24 A. No.

25 Q. And previously you were employed by

1 THE WITNESS: Setersh.

2 MS. SCHWARTZKOPF: Setareh.

3 THE WITNESS: Pardon me.

4 MS. SCHWARTZKOPF: S-E-T-A-R-E-H.

5 THE WITNESS: And Mr. Pfingston asked Shaun to,
6 as a personal favor, listen to my situation with
7 Starbucks to see if we could have any kind of legal
8 advice for the unemployment or any other matter.

9 BY MR. KNOPP:

10 Q. When you say "unemployment," are you
11 referring to a claim for unemployment benefits that
12 you filed?

13 A. Yes.

14 Q. Before meeting with your attorney, did you
15 believe that Starbucks had failed to pay you for
16 time worked?

17 A. Yes.

18 Q. When did you first form that belief?

19 A. During my period of employment with
20 Starbucks. There would be frequent times I was
21 going throughout the day thinking about, you know,
22 you really -- they're saving quite a bit of money.
23 I remember an exercise I had done a couple of times
24 when I -- I thought about how much money it was
25 that, you know, 5 minutes here, 10 minutes there and

1 how much that added -- added up in a year. It's
2 like, wow, that's pretty amazing.

3 Q. Are you referring to time worked on
4 closing shifts?

5 A. Yes.

6 Q. Are you referring to anything besides
7 that?

8 A. For my personal self, no.

9 Q. When did you first consult an attorney?

10 A. The first time was with the Setareh Law
11 Group.

12 Q. Do you recall the date or can you
13 approximate?

14 A. Just in that period. Probably right in
15 the middle of the period that I was at the
16 domiciliary.

17 Actually, I could probably get a little
18 bit more specific. Mr. Pfingston accident was in
19 December and he was in the hospital until January.
20 So probably somewhere around February of that --
21 that year.

22 Q. Which year is this?

23 A. That would be 2012.

24 Q. Did you consult any other attorneys
25 besides the attorneys who now represent you?

1 Q. In what job position?

2 A. A barista.

3 Q. Did you accept that offer?

4 A. Yes, I did.

5 Q. So when you returned to Starbucks in

6 February 2008, you started working as a barista?

7 A. That's correct.

8 Q. In which store?

9 A. I was slated for the Hollywood Way store,
10 but it was probably a month, maybe a
11 month-and-a-half to be opened. So they started some
12 retraining with the rest of the crew that was going
13 to move over, in the Enterprise Landing one.

14 Q. So you started in the Enterprise Landing
15 store?

16 A. Yes.

17 Q. For about a month or a month-and-a-half?

18 A. Yes.

19 Q. And then you moved to the Hollywood Way
20 store?

21 A. Yes.

22 Q. And was the Hollywood Way store your
23 assigned store for the duration of your employment?

24 A. Yes.

25 Q. At some in time, you were promoted to

1 shift supervisor?

2 A. Yes.

3 Q. Was that in June of 2008?

4 A. Yes.

5 Q. And you remained a shift supervisor
6 throughout the re -- remainder of your employment?

7 A. Yes.

8 Q. Did you ever seek a promotion above the
9 shift supervisor position?

10 A. Yes.

11 Q. What did you do to -- in an effort to get
12 promoted?

13 A. I con -- contacted the store manager
14 first. And then she referred me to two sources.
15 One was a hiring fair for managers and then the
16 district manager that was in charge at that time.

17 Q. Who was the district manager?

18 A. Christian. I can't recall his last name.

19 Q. Did you ever formally apply for a
20 management position?

21 A. Yes, I did.

22 Q. In what year?

23 A. It would have been 2009.

24 Q. And what became of your application?

25 A. Christian went through the process of

1 A. Yes, it is.

2 Q. And you signed it on the second page?

3 A. Yes, I did.

4 Q. This is a letter that you prepared in
5 connection with an appeal of the denial of your
6 claim for unemployment benefits?

7 A. That is correct.

8 Q. Is it fair to say that in this letter you
9 dispute whether your -- your termination from
10 Starbucks was justified?

11 A. Yes, that's correct.

12 Q. Are -- are you angry about your
13 termination?

14 A. No.

15 Q. Are you upset about it?

16 A. Upset at the time, yes.

17 Q. Still?

18 A. No.

19 Q. Do you think it was fair?

20 A. No.

21 Q. What else do you recall about the meeting
22 at which Ms. Westby informed you of the termination?

23 A. Simply, very little.

24 Q. Did she give you any documents?

25 A. I do believe there was more documents than

1 the one that you showed me. I think there was some
2 documents signing -- turning over keys possibly.
3 You know, just routine.

4 Q. Did she give you a paycheck?

5 A. Yes, she did.

6 Q. Did the check include the wages you had
7 earned up until that day?

8 A. In -- other than what I'm disputing is
9 missing, yes.

10 Q. Okay. And this meeting occurred on
11 January 6th?

12 A. Yes.

13 Q. Did you work a shift that day?

14 A. Scheduled, but no.

15 Q. You came to work -- you were on the
16 schedule to work that day?

17 A. Yes.

18 Q. And was Ms. Westby there when you arrived?

19 A. Yes.

20 Q. And you had the meeting at that point?

21 A. Yes.

22 Q. You can -- you can put these documents
23 aside, please. Thank you.

24 A. (Witness complies.)

25 Q. You mentioned that when you first returned

1 supervisor?

2 A. Yes, they did.

3 Q. You were expected to understand those
4 materials?

5 A. Absolutely.

6 Q. And to implement their teachings in
7 performing your job?

8 A. Yes.

9 Q. When you were employed by Starbucks in
10 California, were you aware of the avenues you could
11 use to make complaints about things that happened in
12 the workplace?

13 A. I was aware of Starbucks' methods of
14 handling those procedures.

15 Q. Okay. Yeah, that -- that's what I meant.

16 A. Okay.

17 Q. You were aware that you could make a
18 complaint about something hap -- happening in the
19 workplace to your store manager, for example?

20 A. Yes.

21 Q. And to a district manager?

22 A. Yes.

23 Q. Are you familiar with partner resources?

24 A. Yes, I am.

25 Q. What is partner resources?

1 A. Partner resources would be considered in
2 business terms the human resource side of Starbucks.
3 Usually that would be handled at a minimum of a
4 district level, but most likely a region level,
5 because there would be several districts under one
6 partner resource group.

7 Q. Did you understand that you could contact
8 partner resources, if you had an issue?

9 A. I understood that.

10 Q. Did you understand how to contact partner
11 resources?

12 A. Not really well.

13 Q. Are you aware that there was a phone
14 number posted in the store?

15 A. The phone number would take us to
16 corporate in Seattle, yes.

17 Q. There was also a phone number, a 1-800
18 number?

19 A. As far as I recall it was a 1-800 number.

20 Q. Do you recall the -- something called the
21 help line?

22 A. Partner help line, yes.

23 Q. What do you -- what's your understanding
24 what that is?

25 A. That was the general corporate number that

1 would take care of virtually any kind of HR function
2 dealing with if you didn't get pay, if you were
3 needing some kind of form for payment or benefits or
4 anything of that.

5 Q. Do you ever recall ever utilizing that
6 phone number for any reason?

7 A. Oh, yeah, I'm sure, many times.

8 Q. And were your questions or issues resolved
9 to your satisfaction?

10 A. For those issues, yes.

11 Q. Do you recall ever contacting partner
12 resources directly for any reason?

13 A. Not specifically, but if you could -- go
14 ahead.

15 Q. I'm sorry. No, you finish, please.

16 A. No, I'll stop there.

17 Q. Okay. Your answer was finished?

18 A. Yes.

19 MR. KNOPP: 9, please.

20 (Whereupon Exhibit 9 was marked for identification)

21 BY MR. KNOPP:

22 Q. Mr. Troester, the reporter has handed you
23 a document that's been marked as Defendants'
24 Exhibit 9. It is a copy of a Starbucks Partner
25 Guide.

1 And I'd like to direct your attention to
2 Page 12 of the document. If you could just take a
3 minute to read that to yourself, I would appreciate
4 that.

5 A. (Witness complies.)

6 Q. Have you had a chance to review Page 12 of
7 the Partner Guide?

8 A. Yes, I have.

9 Q. Now, when you were employed by Starbucks,
10 you were responsible for recording all of your hours
11 worked, correct?

12 A. That is correct.

13 Q. And how did you do that?

14 A. The POS system housed the software to take
15 care of punch-ins and punch-outs.

16 Q. Did you understand that you were required
17 for recording your hours worked so that you could
18 paid for your time?

19 A. Yes.

20 Q. And did you always record your hours
21 worked accurately?

22 A. To the best of ability.

23 Q. And were you paid for all the time that
24 you recorded in the POS system?

25 A. Could you clarify that question, please?

1 Q. Yes. Were you, in fact, paid for the time
2 you recorded?

3 A. For the things that went through the POS
4 system, yes.

5 Q. And as a Starbucks employee, you were also
6 responsible for reviewing your paycheck to ensure
7 that you were being paid the time you worked,
8 correct?

9 A. That's correct.

10 Q. Was it your practice to do so?

11 A. Infrequently, yes.

12 Q. Are you familiar with something called the
13 Punch Communication Log?

14 A. Yes.

15 Q. What is your understanding what that
16 document is?

17 A. The -- the document was something in a
18 book that gave about three or four lines, that
19 allowed for any employee during a given day that
20 might have missed a punch-in or a punch-out to
21 physically write it in.

22 Q. So the Punch Communication Log was
23 available to the employees if an error was made in
24 punching in or punching out, correct?

25 A. That's correct.

1 Q. And it was also available to the employees
2 if for whatever reason they worked time while not
3 clocked in, correct?

4 MS. SCHWARTZKOPF: Objection. Lack of
5 foundation.

6 You can answer.

7 THE WITNESS: The punch log was there, but it
8 was definitely known in the culture to only be for
9 missed punches on the terminal. The other time the
10 punch log would be used is if you would got to like
11 a training event and you couldn't punch in in your
12 home store.

13 Then they -- the corporation would handle
14 it one or two ways. They would either say, "Go back
15 and put it in the punch log," or case like -- if
16 it's Marianna Vitali, she had the authority to
17 just -- everybody that went to the training, she
18 would take care of it at her DM level.

19 BY MR. KNOPP:

20 Q. Did you use the Punch Communication Log?

21 A. Yes.

22 Q. When you used the Punch Communication Log,
23 were you paid for any time that you recorded on the
24 log?

25 A. Yes.

1 MR. KNOPP: I got six documents here. Could
2 you mark them as 9 through 14, please?

3 MS. SCHWARTZKOPF: I think we're on 10.

4 MR. KNOPP: Oh, I'm sorry. 10 through 15.

5 Thank you.

6 (Whereupon Exhibits 10 through 15 were marked for
7 identification)

8 BY MR. KNOPP:

9 Q. Mr. Troester, the reporter has handed you
10 a series of documents. And I'll represent to you
11 that they are examples of some pages of a Punch
12 Communication Log from the Hollywood Way store. I'm
13 going to you ask a few questions about each page.

14 Defendants' Exhibit 10 bears the number,
15 Star Troester 000518; is that right?

16 A. Oh, I'm looking in the wrong place. Yes.

17 Q. Do you see that near the top of the log,
18 there's an entry for you for October 7th?

19 A. That's correct.

20 Q. Is this your handwriting?

21 A. Yes, it is.

22 Q. And in the description, you see the column
23 entitled "Detailed Description"?

24 A. Yes.

25 Q. It states "coffee master class"?

1 A. Yes.

2 Q. What is your understanding of why you used
3 the Punch Communication Log on this date?

4 A. This is an example of a training class at
5 another location where no district manager with
6 authority to -- to do automatic payments is there.

7 Q. Further down the page, there's an entry on
8 October 11th for you. Do you see that?

9 A. Yes, I do.

10 Q. Why did you use the Punch Communication
11 Log on that date?

12 A. This would have been an example of when
13 they probably called me on my way into work and
14 asked me to swing by somewhere and pick up product
15 that was missing from the store.

16 Q. So you used the log to make sure you got
17 paid for that time?

18 A. Yes.

19 Q. Because you were not on the clock at that
20 time?

21 A. That's correct.

22 Q. Okay. Defendants' Exhibit 11 bears the
23 number, Star Troester 000525, correct?

24 A. Yes.

25 Q. Do you see the entry for November 2000 --

1 I'm sorry, November 28, 2008?

2 A. Yes, I do.

3 Q. Is that your handwriting?

4 A. Yes, it is.

5 Q. Why did you use the Punch Communication
6 Log on this date?

7 A. Same as the last one.

8 Q. To ensure that you were paid for time
9 worked while not clocked in?

10 A. While I was picking up product for the
11 store.

12 Q. While you were not clocked in?

13 A. Yes.

14 Q. Defendants' Exhibit 12 bears the number,
15 Star Troester 000536; is that right?

16 A. Yes, it does.

17 Q. Do you see there's an entry for March 5th?

18 A. Okay. Yes, I do.

19 Q. Is that your handwriting?

20 A. Yes, it is.

21 Q. Why did you use the Punch Communication
22 Log on that day?

23 A. This one would be where I walk into the
24 store and instead of being able -- this would have
25 been during the middle of the day -- unable to go to

1 the punch-in clock area, a guest in the lobby area
2 which was before the POS systems, knows me probably
3 and asked me for some assistance, for whatever
4 reason -- a conversation or a product, a purchase or
5 whatever.

6 Q. So you had performed work before you
7 clocked in?

8 A. Yes.

9 Q. And you were using the Punch Communication
10 Log to make sure you got paid for that work?

11 A. Yes.

12 Q. And you were, in fact, paid for that work?

13 A. Yes, I was.

14 Q. Immediately below that, there's an entry
15 for March 7th. Do you see that?

16 A. Yes.

17 Q. That's your handwriting?

18 A. Yes, it is.

19 Q. Why did you use the Punch Communication
20 Log on this date?

21 A. This would probably be one where I forgot
22 to -- to clock out on my way out of store from a --
23 a separated duty that was not a normal duty.

24 Q. So you were using the Punch Communication
25 Log to correct the time records?

1 A. Correct.

2 Q. Defendants' Exhibit 13 bears the number,

3 Star Troester 000572, correct?

4 A. Yes, it does.

5 Q. There's an entry at the top of the page

6 for March 8th; is that right?

7 A. Yes, it does.

8 Q. Is that your handwriting?

9 A. Yes, it is.

10 Q. In the detailed description it states,

11 "Talking to MW"?

12 A. Yes, it does.

13 Q. What does that refer to?

14 A. It would have been some conversation with

15 Michelle Westby.

16 Q. A conversation that occurred off the

17 clock?

18 A. I can't really answer that because I don't

19 know if my normal duty time would have been

20 considered on the clock. But since it would have

21 been about official business, then I would have been

22 entitled to a payment.

23 Q. So am I right that you're using the log to

24 ensure that you're paid for work that happened while

25 not clocked in?

1 A. That's correct.

2 Q. And a little further down the page there's
3 an entry for March 14th. Do you see that?

4 A. Yes, I do.

5 Q. Is that your handwriting?

6 A. Yes, I -- yes, it is.

7 Q. And it states "helping guests," right?

8 A. Yes, it does.

9 Q. Is this another exam of you using the log
10 to make sure you got paid for work performed in the
11 store while not clocked in?

12 A. It is.

13 Q. Okay. And let's just make sure these are
14 identified. Defendants' Exhibit 14 bears the
15 number, Star Troester 000573?

16 A. Was that a question?

17 Q. Yes.

18 A. It does.

19 Q. And Defendants' Exhibit 15 bears the
20 number, Star Troester 000593?

21 A. It does.

22 Q. On Defendants' Exhibit 14 -- actually, let
23 me refer you to 15 instead.

24 Q. On Defendants' 15, there's an entry for
25 December 20th?

1 A. It's there, yes.

2 Q. Is that your handwriting?

3 A. It is.

4 Q. And the description is "review." Do you

5 have any understanding as to what that means?

6 A. Not specifically, but that would have been

7 something to do with management. I don't know what

8 the context of the review would have been.

9 Q. Is this another example of you using the

10 log to make sure you're paid for work time that

11 occurred in the store while not clocked in?

12 A. Yes, it is.

13 MR. KNOPP: The videographer needs to change

14 the tape. If you like, we can break for lunch now.

15 I'm -- I'm flexible.

16 MS. SCHWARTZKOPF: It's fine with me either

17 way.

18 MR. KNOPP: Why don't we do that.

19 MS. SCHWARTZKOPF: Okay.

20 THE VIDEOGRAPHER: This marks the end of

21 Videotape Number 1, Volume I, in the deposition of

22 Douglas Troester. Going off the record. The time

23 is 12:20 p.m.

24 (A break was taken)

25 THE VIDEOGRAPHER: This marks the beginning of

1 Q. Discouraged from working overtime?

2 A. Yes.

3 Q. You familiar with the term "off-the-clock
4 work"?

5 A. Yes, I am.

6 Q. That's worked performed while you were not
7 clocked into the timekeeping system, right?

8 A. Yes I'm aware of that.

9 Q. And when you were employed by Starbucks in
10 California, did the company have a policy regarding
11 off-the-clock work?

12 A. They do have a policy.

13 Q. What is your understanding of the policy?

14 A. As it says in the Partner Guide, there
15 should no be -- not be any off-the-clock work.

16 Q. Are you familiar with the phrase "time
17 worked equals time paid"?

18 A. Yes, that's also in the Partner Guide.

19 Q. And you're familiar with that statement
20 when you worked for Starbucks in California?

21 A. Yes, I'm aware of the statement.

22 Q. What is your understanding of what that
23 means?

24 A. The -- the statement basically says that
25 anything that you're doing for the company should be

1 paid for. And you need to follow the procedures and
2 routines to ensure that you're paid for that time.

3 Q. You understood that the company's policy
4 was that partners should be paid for all the time
5 that they worked?

6 A. To the point that the policy existed, but
7 there was conflicting policies.

8 Q. Did you understand that Starbucks' policy
9 was that partners should be paid for all time
10 worked?

11 A. I understood that, yes.

12 Q. Did you also understand that the company
13 strictly prohibited off-the-clock work?

14 A. No, I did not.

15 Q. I'd like to refer you back to Defendants'
16 Exhibit 9, the Partner Guide, and Page 12 of it.

17 A. (Witness complies.) Okay, I'm there.

18 Q. Do you see in the beginning of the page
19 there's a section entitled "recording time worked"?

20 A. Yes, I do see that.

21 Q. The second sentence states, "It is against
22 Starbucks' policy for any nonexempt partner work off
23 the clock or without having punched in or otherwise
24 recording the time as timed worked."

25 Did you understand that that was the

1 A. Nothing other than that, no.

2 Q. How many times do you recall that
3 happening, when you were an employee of Starbucks in
4 California?

5 A. I could say -- and I really couldn't give
6 a time, but I can remember one time happening where
7 I'm waiting almost a half an hour, but --

8 Q. Can you recall any other times when you
9 had to wait for another employee --

10 A. Not specifically.

11 Q. You got to let me get the question out.

12 A. I'm sorry.

13 Q. Do you have any other recollection of any
14 other instances where you had to wait for another
15 employee to arrive before you could enter the store?

16 A. Not that I can recall.

17 Q. And am I correct that in this lawsuit
18 you're not asserting any claims regarding unpaid
19 time worked on non closing shifts?

20 A. That is correct.

21 Q. And besides what you just testified to, do
22 you claim that you worked any unpaid time on non
23 closing shifts?

24 A. No.

25 Q. Are you aware of any instances where other

1 was, leading to termination. But when she left the
2 company, I can't answer, due to privacy, whether it
3 was her choice or not.

4 Q. When you say "due to privacy," talking
5 about her privacy?

6 A. Her privacy.

7 Q. Do you know?

8 A. I can give my best guess.

9 Q. I don't want you to guess. I just want to
10 know --

11 A. Okay. Then we'll just leave that as a no.

12 Q. You need to let me get the full question
13 out. I just want to know what you know.

14 Do you have any firsthand information
15 about the circumstances surrounding her separation
16 from Starbucks?

17 A. No.

18 Q. Do you know if these employees who
19 informed you that Ms. Aitken had asked them to work
20 off the clock, were compensated for that time by
21 Starbucks?

22 A. To the best of my knowledge, no.

23 Q. Do you know one way or the other?

24 A. No.

25 Q. The claims you assert in this lawsuit are

1 based on alleged unpaid time worked exclusively on
2 closing shifts, correct?

3 A. That's correct.

4 Q. Am I right that the unpaid time you allege
5 on closing shifts occurred after the store was
6 closed to the public?

7 A. Yes.

8 Q. So the unpaid time you allege -- let me
9 back up.

10 So your claims are based exclusively on
11 alleged unpaid work performed after the store was
12 closed to customers, but before your work day was
13 over?

14 A. I hate to make you do that, but let me
15 have you say it one more time so I make sure I don't
16 answer incorrectly.

17 MR. KNOPP: Do you mind reading that back?

18 (The requested testimony was read back)

19 THE WITNESS: Yes.

20 BY MR. KNOPP:

21 Q. You -- you mentioned earlier that you
22 recall an occasion where you arrived for your
23 scheduled opening shift and you had to wait
24 approximately 30 minutes before you could enter the
25 store?

1 Q. Which partner was responsible for doing
2 that?

3 A. That would be a supervisor or manager.

4 Q. So on most closing shifts where you the
5 only -- you were the only supervisor or manager,
6 right?

7 A. Most, yes.

8 Q. And in that circumstance, you were
9 responsible for activating the alarm?

10 A. Yes.

11 Q. I believe you testified that there were
12 infrequent circumstances where there was a manager
13 or another shift supervisor present with you on a
14 closing shift?

15 A. Yes.

16 Q. On those -- on those situations, did
17 somebody else activate the alarm?

18 A. It may have happened infrequently, but the
19 term "closing shift supervisor" was the -- the shift
20 supervisor in charge.

21 If a manager was there at the same time,
22 then their function as being a manager was not truly
23 a manager. They were either just helping out being
24 a barista, but there was never really a closing
25 manager.

1 Q. So even if there was a manager working
2 with you, typically you were still the person to
3 activate the alarm?

4 A. Yes.

5 Q. Did you have a -- how did you go about
6 activating the alarm?

7 A. At the Hollywood Way store, the normal
8 function of that alarm at that location was you
9 would go to the back of the house and put in a
10 predefined code that was your code for the specific
11 shift supervisor that had already been programmed
12 and identified as you.

13 And you would go through the sequence of
14 ensuring that all the doors were locked first. And
15 then you would get the green panel okay. Then you
16 would enter the code. You'd wait a few seconds.
17 Make sure that the code was activated and the
18 countdown timer started. And then would you proceed
19 outside the store.

20 Q. There was a countdown timer?

21 A. Yes.

22 Q. You had to get out -- you had to exit the
23 store before that timer elapsed?

24 A. Yes.

25 Q. Was it 45 seconds?

1 A. To my knowledge, I believe it was one
2 minute.

3 Q. Okay. So from the time you set the alarm,
4 you had one minute to exit the store?

5 A. Yes.

6 Q. What would happen if you didn't?

7 A. Then a signal would go to the alarm
8 company and different form of beeping would happen.
9 I guess would you call it a slight -- excuse me --
10 silent-alarm beeping. And then we would have to
11 take time to correct that problem by shutting the
12 alarm off, contacting the alarm company and telling
13 them, "Oops, that's a mistake. Here's my code. I'm
14 such and such supervisor at location such and such.
15 And that was a false alarm." And then basically
16 restart the whole sequence again.

17 Q. Does that ever happen in your experience?

18 A. Yes.

19 Q. How many times?

20 A. I really can't give a specific number, but
21 we could boil it down to, say, once a month.

22 Q. Do you recall what your alarm code was?

23 A. No, I do not.

24 Q. Do you recall if you had a user number
25 that was different from your alarm code?

1 A. I think you're referring to pur --

2 potentially a employee ID number.

3 Q. Do you recall being User Number 6?

4 A. Oh, that would be, I believe, inside the
5 alarm panel. The position that the manage assigned
6 to me.

7 Q. Were you, in fact, User Number 6?

8 A. To the best of my rec -- recollection,
9 yes. I also recall that at some point that was
10 shifted around to -- it wasn't always I was six. It
11 can could have been I was 4 or 5.

12 Probably had to do with like it was easier
13 to assign something new, like if we had to change
14 the staff --

15 THE REPORTER: I'm sorry, if we had to change
16 the staff?

17 THE WITNESS: If we had to change the
18 personal -- personnel that were on the alarm system,
19 then it maybe easier to go ahead and assign a new
20 number to you in a different slot, User Number X.

21 BY MR. KNOPP:

22 Q. How long did it take you to activate the
23 alarm?

24 A. The sequence to do the actual activation
25 would vary, because I do recall a time when the

1 will process correctly.

2 Q. When you were working for Starbucks in
3 California on a closing shift, one partner was
4 responsible for initiating a process whereby data in
5 the store's computers were sent to computers at the
6 company's headquarters, right?

7 A. That's correct.

8 Q. And that process involved running a
9 program on the manager workstation?

10 A. That's correct.

11 Q. And as shift supervisor, were you the
12 partner who was responsible for that task?

13 A. The closing shift supervisor, yes.

14 Q. And that process involved using the
15 computer's mouse?

16 A. I can't recall.

17 Q. Well, one way or another, it involved
18 selecting store close on the main menu of the
19 workstation, right?

20 A. That's correct.

21 Q. Either using its keyboard or the mouse?

22 A. Yeah. That -- to be fair, it's basically
23 the mouse. And their system was totally messed up.
24 So likely I used the mouse, yes.

25 Q. And then you would have to enter a

1 password?

2 A. I believe you entered the password to
3 identify yourself as the shift supervisor, then you
4 did the procedure.

5 Q. And then the computer prompted you to ask
6 whether it should initiate the store-close process?

7 A. Yeah. There was two or three bulletpoints
8 that had basically said, "Do you want do this." I
9 can't remember specifically what it said, but there
10 was two or three functions. And I say "two or
11 three" because at one point there was three and then
12 they reduced it down to two.

13 Q. And when prompted, you would type in the
14 letter Y?

15 A. I think that's correct.

16 Q. To indicate "yes"?

17 A. Yes.

18 Q. And from there, the computer would run
19 this process?

20 A. Yes.

21 Q. Was this the very last task you performed
22 before setting the alarm?

23 A. Not always.

24 Q. Were you given any instruction from
25 Starbucks as to whether initiating the store-close

1 It's time to clock out now, so that I can go run the
2 reports on the Symphony at the manager's workstation
3 going to Seattle."

4 Q. Okay. So the partners remained on the
5 clock up until the point you were ready to initiate
6 this computer function?

7 A. I will say very close to the point.

8 Q. So am I right that you're not claiming any
9 unpaid work prior to the point where you are ready
10 to initiate this computer function?

11 A. Yes, you're correct in saying that.

12 MS. SCHWARTZKOPF: Can we take a break real
13 quick?

14 MR. KNOPP: Sure.

15 THE VIDEOGRAPHER: Going off the record. Time
16 is 2:20 p.m.

17 (A break was taken)

18 THE VIDEOGRAPHER: Going on the record. Time
19 is 2:33 p.m.

20 BY MR. KNOPP:

21 Q. When you performed the task whereby you
22 initiated this computer process, how did you know
23 when your task was completed?

24 A. As I mentioned before, there was a signal
25 on the computer that said that the transaction was

1 the alarm system and then you have three
2 bulletpoints after that.

3 So to -- to go to answer that, you know,
4 this is -- the standard procedures during my
5 employment vary from what this document is -- is
6 saying.

7 Q. What is the work you say you performed
8 after arming the alarm?

9 A. Leaving the store with all partners.

10 Ensure that all doors are locked when leaving. Walk
11 the partners to their vehicle. And those are not
12 just within the standard. That's a broad definition
13 of those. To give you an example --

14 Q. I want to know all of it.

15 A. Okay. To give you an example, walking in
16 the partners to their vehicle, that was a safety and
17 security issue. That meant if somebody was waiting
18 for a ride from their parents, then you had to
19 actually wait with that second partner or usually a
20 third partner at that point, because it's not likely
21 that three partners would have to wait for their
22 parents or something. Especially with me, I had my
23 own vehicle.

24 But that would have been an example that I
25 had several times where I actually had to wait with

1 a partner while their parents would come pick them
2 up.

3 Q. Besides everything you've testified to, do
4 you contend that you performed any other work for
5 which you should be paid after activating the alarm?

6 A. The removing of patio furniture, if it
7 wasn't done before we actually activated the alarm.
8 It's like "Oh, we forgot this." That was a frequent
9 thing that you would say, "Oh, we forgot to secure
10 this --

11 THE REPORTER: I'm sorry, we forgot to?

12 THE WITNESS: "We forgot to secure the patio
13 furniture, so let's do this quickly."

14 BY MR. KNOPP:

15 Q. Besides everything you've testified to, do
16 you recall performing any other work for which you
17 believe you should be paid after activating the
18 alarm?

19 A. Occasionally, the partner would say, "Oh,
20 I forgot a coat or jacket or personal piece of
21 property. Can we go back inside and -- and retrieve
22 that, please?"

23 Q. Anything else?

24 A. In specific, no, but there may be other
25 circumstances that are of that type of nature.

1 Q. Okay. I want to ask you questions about
2 everything you identified. You said leaving the
3 store, you regard that as work for which you should
4 be paid?

5 A. I regard that and Starbucks regards it, by
6 way of the definition in the document here.

7 Q. Okay. How long did it take you to leave
8 the store after arming the alarm?

9 A. Would you like to clarify that some more?

10 Q. How long did it take you to leave the
11 store after arming the alarm?

12 A. If you're asking the question of where I
13 am -- basically left from Starbucks' premises.

14 Q. How long did it take you to exit the store
15 after arming the alarm?

16 A. Okay. I believe you're asking that if --
17 if it was literally how long would it take to exit
18 after I got the code signal that the alarm is set?

19 Q. Right.

20 A. Probably 30 seconds to walk to the door.

21 Q. And you claim you should be paid for that?

22 A. Yes. Again, as it's outlined in the
23 procedure manual.

24 Q. Does this procedural manual say you should
25 be paid for walking to the door?

1 A. Yes, because that has ensured all doors
2 are locked and leave the store with the partners.
3 So it covers both of those areas.

4 Q. Okay. I'm going to get to that. Right
5 now --

6 A. Okay.

7 Q. -- I'm just asking about leaving to the
8 store with all partners.

9 A. Okay.

10 Q. And the other partners on the shift were
11 already waiting by the door, correct?

12 A. Yes.

13 Q. And usually it's just one other person,
14 right?

15 A. Yes.

16 Q. "Ensure that all doors are locked when
17 leaving." You had to do that before the alarm was
18 activated, right?

19 A. In addition to, yes.

20 Q. Okay. And then after the alarm was
21 activated, you had a minute to get out of the store,
22 right?

23 A. At least.

24 Q. And what would you do in terms of ensuring
25 that the doors are locked after the alarm is

1 activated?

2 A. From the point where the partner and I
3 were now standing outside the door, I would use the
4 key to secure the door, normal function. Then I
5 would -- would rattle and shake the door a couple of
6 times just to make sure everything latched.

7 Q. And how long did it take you to lock the
8 door and then rattle it?

9 A. That could range from 15 minutes -- excuse
10 me -- 15 seconds, which would be, you know, no
11 problems, no concerns, I would say, to the point
12 where I mentioned before in the testimony, there was
13 a sticky door, that could be 30 seconds to couple
14 minutes.

15 Q. A couple minutes to make sure that the
16 door was locked?

17 A. Yes. Because the door had some serious
18 problems until they actually got it fixed and -- I'm
19 done answering that question.

20 Q. The other partner present with you was
21 free to leave at that point, right?

22 A. Absolutely not.

23 Q. The other partner present with you had to
24 stay until when?

25 A. Until we were all walking out to the

1 vehicles together or to whatever final destination
2 point, if they didn't have a vehicle, like their
3 parent's car or something of that nature.

4 Q. The front door of your store opened to a
5 parking lot?

6 A. Yes.

7 Q. People who worked at Starbucks parked at
8 the parking lot?

9 A. Yes.

10 Q. And was it your practice to actually walk
11 partners to their vehicles?

12 A. Absolutely.

13 Q. How long did it take you to walk somebody
14 to their vehicle?

15 A. The parking lot is a normal, large, busy
16 airport-style parking lot with -- well, roughly
17 seven or eight food service vendors in that area and
18 enough parking for everybody. So it was a large
19 parking lot.

20 And we were required to park on the
21 outskirts and not have customer -- due to customer
22 convenience, not close to the store. So it would be
23 about 35 to 45 seconds.

24 Q. When you were not the closing shift
25 supervisor, did somebody walk you to your car?

1 A. I'll say no to that with the qualification
2 that if I was the one that was there, I was the
3 closing shift supervisor. I can't recall a time
4 that --

5 Q. If you worked a closing shift with the
6 store manager, did you walk the store manager to
7 their car?

8 A. Yes.

9 Q. When you were a barista in California
10 working a closing shift, did somebody walk you to
11 your car?

12 A. I would say we walked together. It's not
13 like somebody's duty is to walk a person to the car.
14 Now, there's just some natural things that I'm just
15 a large strong male and I have a young female,
16 that's the point of this whole procedure is to
17 protect that type of person.

18 But even still, I could be attacked too.
19 So it's a mutual walk together. There's nobody
20 leading the pack, as it were.

21 Q. The partners exit the store together?

22 A. Yes.

23 Q. That's for safety reasons?

24 A. Yes.

25 Q. You understood that Starbucks didn't want

1 its employees to -- to keep opening the door to let
2 somebody leave?

3 A. I'm not clear on your question there.

4 Q. Starbucks didn't want the store employees
5 to open the door to let one partner leave, open the
6 door again to let somebody else leave. That's a
7 security risk, right?

8 A. Yeah. Well, actually, that wouldn't be a
9 procedure at all. It just would never happen,
10 according to closing procedures.

11 Q. Because it's not safe?

12 A. Exactly. I would assume.

13 Q. You mentioned that sometimes you waited
14 with a partner to get picked up?

15 A. Uh-huh.

16 Q. And you regard that as work for which you
17 should be paid?

18 A. Yes.

19 Q. Which is waiting outside the store?

20 A. Yes.

21 Q. Did anybody at Starbucks ever instruct you
22 to wait with an employee who was being picked up?

23 A. I can't recall a specific time of that,
24 but it would be considered part of the safety and
25 security procedures. It's -- it's part of the two

1 things that would be in the original training.

2 Computer-based training, I recall seeing examples of
3 you know what could happen.

4 Q. So you don't recall anybody telling you
5 verbally to wait with a partner who was being picked
6 up, correct?

7 A. I'm going to say yes. I recall a security
8 briefing with the loss prevention person going over
9 security, due to some attacks that happened to
10 Starbucks employees. So I would say yes, that it
11 was talked about, "Make sure you stay together."

12 Q. Did you work with any colleagues who
13 walked to work?

14 A. The gentleman that I would wait for his
15 parents, I recall sometimes that if he found out Mom
16 wasn't coming, he would then start to walk home.

17 Q. Did you walk him home?

18 A. No, I did not.

19 Q. So you would say "good-bye" at the door,
20 right?

21 A. At the end of the parking lot. Walk him
22 through the property that would be considered
23 Starbucks general business property area. And it's
24 like, you know, I would feel bad. You know, "I hope
25 you get home safe, Ivan," but.

1 Q. Did you work with any colleagues who rode
2 their bikes to work?

3 A. Yes.

4 Q. Where would you part ways with them?

5 A. I can't recall a closing person ever
6 riding their bike, but there was definitely some mid
7 shift people that did.

8 Q. You mentioned that sometimes after setting
9 the alarm and locking the door, you discovered that
10 the patio furniture was still outside?

11 A. That's correct.

12 Q. How frequent did that happen?

13 A. If I had to quantify, maybe once every
14 couple of months for that specific one.

15 Q. In that circumstance, would you unlock the
16 door, right?

17 A. That's correct.

18 Q. Then would you deactivate the alarm,
19 correct?

20 A. That is correct.

21 Q. Then you'd bring the patio furniture
22 inside, right?

23 A. Yes.

24 Q. Did you record the time it took you to do
25 that on the Punch Communication Log?

1 A. No.

2 Q. Why not?

3 A. Because basically a function of that we
4 did not miss the punch already, we're just doing the
5 final let's-go-home procedures.

6 Q. Is that any different in your mind than
7 the occasions when you arrived at the store and
8 helped a customer before clocking in?

9 A. Yes, it is.

10 Q. How so?

11 A. Because the situation with the customers
12 would be -- say I was supposed to report at 11:00.
13 While I would walk into the store approximately
14 1:00, I was known for not being late. Always on
15 time. And then at some point, the conversation
16 would take me past the point where I would
17 conveniently go and punch in.

18 So say I was talking to somebody about
19 buying some coffee for 15 minutes, well, I've missed
20 my chance to do a punch, so since I missed a punch,
21 then I would use the missed-punch log to take care
22 of that.

23 Whereas, the difference is -- the other
24 way is, you know, the punch is already recorded in
25 the computer, so I didn't have a missed punch.

1 Q. You mentioned that sometimes you had to
2 re-enter the store because somebody forgot -- left a
3 coat inside?

4 A. Yes.

5 Q. How many times did that happen?

6 A. Again, it was infrequent. I'll give it
7 the same, once every couple of months.

8 Q. When it did occur, how long did it take
9 for somebody to re-enter the store and get their
10 coat and then exit?

11 A. Probably very similar to the case of the
12 tables. Depending on where their coat was or piece
13 of property or whatever they were trying to achieve.
14 But maybe just a little bit less because, you know,
15 you're not going back and forth with four or five
16 table.

17 Q. Can you estimate how long it took?

18 A. It would probably be five minutes.

19 Q. And how many times did you have to -- or
20 how many times did you, in fact, wait for a partner
21 outside the store to be picked up by somebody else?

22 A. That was a little bit more frequent in my
23 case, because Ivan didn't have a vehicle. And he
24 was one of my regular closers. So I would say that
25 would maybe approach two, three times a month.

1 A. Yes.

2 Q. And that took 30 to 45 seconds?

3 A. That's agreeable.

4 Q. Do you contend that you should be paid for
5 the time spent walking to your own car by yourself?

6 A. I can't recall a time that would have ever
7 happened.

8 Q. After Ivan gets in his car, what do you do
9 next?

10 A. Then we're both getting into the car at
11 the same time, in the same area and then leaving.

12 Q. You're getting -- your own car is parked
13 nearby?

14 A. Yes.

15 Q. Okay. Did you ever make any effort to get
16 paid for any of the work you performed after
17 activating the alarm?

18 A. Yes.

19 Q. Please explain.

20 A. This lawsuit.

21 Q. Before now?

22 A. No.

23 Q. I -- I believe you testified that your
24 practice was to clock out before initiating the
25 computer function you testified about?

1 A. That's correct.

2 Q. I'd like to refer you back to Defendants'

3 Exhibit 17.

4 A. Okay. You're holding 16.

5 Q. I know.

6 A. Okay.

7 Q. And Page 4.34.

8 A. Okay.

9 Q. Do you see .7?

10 A. Yes.

11 Q. It states in part, "Partners can punch out
12 using the POS registers, but the MWS cannot be
13 used."

14 Did you understand that even after the
15 computer process was initiated, partners could still
16 punch out using the POS registers?

17 A. No, I did not understand that.

18 Q. Did anybody ever tell you that that was
19 not the case?

20 A. Yes.

21 Q. Who told you that?

22 A. It would more than likely be originally in
23 the training, Marianna Vitali and then the store
24 managers also would go over that again, after the
25 training --

1 Q. Okay.

2 A. -- on-the-job coaching.

3 Q. It's your testimony that you talked to
4 Ms. Vitali about when to clock out in relation to
5 initiating the computer function?

6 A. No, I did not talk to her. It was trained
7 that this is how the new computer works.

8 Q. The new computer system?

9 A. Yes.

10 Q. Okay. Was there an old computer system
11 where you could clock out after initiating the
12 computer function?

13 A. I don't remember the exact sequence of the
14 old computer system.

15 Q. So it's possible under the old computer
16 system that you could clock out after initiating the
17 computer function?

18 A. It's possible.

19 Q. And when was that old system replaced?

20 A. It was -- as I said, I -- I -- pretty sure
21 was earlier than November of 2010.

22 Q. Well, what's your best recollection?

23 A. Early summer.

24 Q. Of 2010?

25 A. Yes.

1 was a much longer period that we had to clock out
2 first and then do the action on the terminal.

3 BY MR. KNOPP:

4 Q. Okay. Let me -- let me clarify now. So
5 prior to summer of 2009, the computer system was
6 somehow different?

7 A. There was constantly updates throughout
8 the time frame of my employment at Starbucks.

9 Q. Okay. Prior to the summer of 2009 as far
10 as you remember, you could clock out after
11 initiating the computer function?

12 A. And again, I'm vague on what the procedure
13 was before that.

14 Q. Okay.

15 A. I just remember a change around 2009 --
16 summer of 2009 and -- in the way we handled the
17 computer system.

18 Q. So your testimony is that starting around
19 the summer of 2009, you began clocking out before
20 initiating the store-close computer process?

21 A. At the manager's workstation, that's
22 correct.

23 Q. Now, do you have any understanding as to
24 whether the system required that you clock out
25 first?

1 Q. Yeah.

2 A. Yes.

3 Q. Did you ever make any efforts to get paid
4 for time spent initiating the computer program?

5 MS. SCHWARTZKOPF: Objection. Asked and
6 answered.

7 But you can answer again.

8 THE WITNESS: No.

9 BY MR. KNOPP:

10 Q. Besides Ms. Vitali -- am I saying that
11 right?

12 A. As best as I know, yes.

13 Q. Okay. Besides Ms. Vitali, do you recall
14 speaking with any other specific individuals about
15 when to clock out in relation to initiating the
16 computer program?

17 A. I'm sure the conversation happened with
18 Michelle Westby as well, but --

19 THE REPORTER: Michelle -- I'm sorry?

20 THE WITNESS: Michelle Westby.

21 BY MR. KNOPP:

22 Q. I'm asking what you remember.

23 A. I don't remember a specific conversation,
24 no.

25 Q. Do you remember a specific conversation

1 They had the diligence to go ahead and do something
2 there. That's why we would step out and say, "Are
3 you ready for the alarm system?"

4 Q. I want to make sure today's record is
5 complete. So besides everything you've testified to
6 already, do you claim that you performed any other
7 work for which Starbucks didn't pay you on closing
8 shifts?

9 A. No.

10 Q. Do you have any records or documents that
11 show the amount of time you say for which you should
12 be paid?

13 A. No.

14 MR. KNOPP: 20, 21.

15 (Whereupon Exhibits 20 and 21 were marked for
16 identification)

17 BY MR. KNOPP:

18 Q. Mr. Troester, the reporter has given you a
19 couple documents marked as Defendants' Exhibit 20
20 and 21.

21 The -- the document marked as Defendants'
22 as Exhibit 20 is a report of the alarm records from
23 the Hollywood Way store. And the document that's
24 been marked as Defendants' Exhibit 21 is a report of
25 the time punches during your employment with

1 Starbucks.

2 I don't imagine you've seen either of
3 these documents before, have you?

4 A. Absolutely not.

5 Q. All right. I'm going to you ask a few
6 questions about what they show. And I understand
7 you haven't seen them before, so I'll try to walk
8 you through it slowly.

9 If you flip to the very back of
10 Defendants' Exhibit 21, the time records, I'd like
11 you to look at Page Star Troester 000168.

12 A. (Witness complies.) I'm on that page.

13 Q. And let's start at the entries for
14 October 20th, 2010. Do you see that?

15 A. Yes, I do.

16 Q. And I'll explain what I think this shows.
17 And -- and you can tell me if you -- if you
18 understand.

19 This appears to show that on October 20th,
20 2010 you clocked in for the first time at 2:15 p.m.
21 Do you see that?

22 A. Yes.

23 Q. And then you clocked out for a meal break
24 at 5:52 p.m. Do you see that?

25 A. Yes.

1 Q. And then you clocked back in at 6:26 p.m.?

2 A. Yes.

3 Q. And then you clocked out for the day at

4 10:48 p.m. You see that?

5 A. Yes.

6 Q. Do you understand what this document shows
7 the same way I do?

8 A. Certainly.

9 Q. Okay. I'd like you to keep it open to
10 that page. And now turn to Defendants' Exhibit 20.

11 Near the very back, there's a page Star Troester
12 001033. I'd like you to find that page.

13 A. (Witness complies.) I'm there.

14 Q. Do you see there a number of entries for
15 October 20th, 2010?

16 A. Yes, I do.

17 Q. One of them is at 10:49 p.m. Do you see
18 that?

19 A. Yes, I do.

20 Q. And it states, "log pass card closed." Do
21 you see that?

22 A. Yes.

23 Q. And it indicates that User 6 was involved?

24 A. Yes.

25 Q. We think that was you, correct?

1 A. It's -- yes, probably.

2 Q. Okay. So for October 20th, 2010, the time
3 records indicate that you -- you clocked out at
4 10:48 p.m., right?

5 A. Yes.

6 Q. Do you have any reason to believe that's
7 not accurate?

8 A. No.

9 Q. And the alarm records indicate that you
10 activated the alarm at 10:49 p.m. Do you see that?

11 A. Yes.

12 Q. Do you have any reason to believe that's
13 not accurate?

14 A. No.

15 Q. Okay. Looking back at the time records on
16 October 21st, 2010, you did not work a closing
17 shift, correct?

18 A. Correct.

19 Q. And your next shift was October 23rd,
20 2010?

21 A. That's correct.

22 Q. And the time records show you clocked out
23 at 10:44 p.m.?

24 A. That's correct.

25 Q. Do you have any reason to believe that's

1 not accurate?

2 A. No, I don't.

3 Q. If you look back at the alarm records and
4 you scroll down to October 23rd, you'll see there's
5 an entry for "close" at 10:45 p.m. Do you see that?

6 A. Yes.

7 Q. The alarm records indicate that you
8 activated the alarm at 10:45 p.m., right?

9 A. And 42 seconds.

10 Q. Correct. Do you have any reason to
11 believe that's not accurate?

12 A. No.

13 Q. Looking back at the time records, you see
14 the entries for the shift on October 24th, 2010?

15 A. Yes, I do.

16 Q. And these records show that you clocked
17 out at the end of the day at 10:42 p.m., correct?

18 A. Correct.

19 Q. Do you have any reason to believe that's
20 not accurate?

21 A. No, I don't.

22 Q. The alarm records show an entry by User 6
23 at 10:43 p.m.

24 Do you see that?

25 A. Yes, I do.

1 Q. And they indicate that you activated the
2 alarm to close the store at 10:43 p.m., correct?

3 A. Correct.

4 Q. Do you have any reason to believe that's
5 not accurate?

6 A. No, I don't.

7 Q. The next shift you worked was
8 October 26th, 2010?

9 A. Yes.

10 Q. And you clocked out that day at
11 0:51 p.m.?

12 A. Yes.

13 Q. You have any reason to believe that's not
14 accurate?

15 A. No.

16 Q. The -- the alarm records show that you
17 activated the alarm at 10:52 p.m.; is that right?

18 A. I haven't found that one yet. Yes, that
19 is correct.

20 Q. Do you have any reason to believe that's
21 not accurate?

22 A. No, I don't.

23 Q. Now, I -- I have no interest in doing this
24 for every day that --

25 A. Absolutely.

1 Q. -- that you worked for Starbucks, but
2 these handful of days -- which I picked more or less
3 randomly, but you don't have to take my word for it,
4 these handful of days seem to show that the alarm is
5 being activated one minute after you're clocking
6 out?

7 A. And that's what I've testified to, one
8 minute to two minutes.

9 Q. So your testimony is that you activated
10 the alarm one to two minutes after you clocked out?

11 A. The majority of the time, yes.

12 Q. Okay. I didn't understand that to be your
13 testimony. So I want to make it very, very clear.

14 A. Yeah, if I didn't and I made it confusing,
15 no, that's my intent was.

16 Q. Okay. So --

17 A. Just what the qualifications that there
18 may be circumstances like I said where I stuck my
19 head out, "Are you done and ready to go? No."

20 We could probably find one or two of those
21 throughout the many years.

22 Q. Okay. So I just want to make it clear.

23 It's your testimony that on the majority of the
24 closing shifts you worked, you activated the alarm
25 one to two minutes after you clocked out?

1 discussing it with her.

2 BY MR. KNOPP:

3 Q. So you never complained to partner
4 resources that you should be paid for additional
5 time worked on closing shifts, correct?

6 A. That's correct.

7 Q. You never used the -- the help line to
8 make a complaint of that nature, correct?

9 A. That's correct.

10 Q. Did you ever discuss this issue with your
11 district manager?

12 A. Not that I recall. It may have came up in
13 the training with the other shift supervisors and
14 managers there that, "Well, what are you really
15 asking us to do."

16 Q. I'm just asking about what you recall.

17 A. Okay. I don't recall it.

18 Q. But do you recall talking to a store
19 manager about this issue?

20 A. Which issue?

21 Q. The issue of whether you should be paid
22 for additional time worked on closing shifts?

23 A. If you're asking did I talk to my store
24 manager, Michelle Westby?

25 Q. Yes.

1 and not based on our conversations.

2 THE WITNESS: If you take the entirety of the
3 testimony I made today, that would be my beliefs and
4 understanding.

5 BY MR. KNOPP:

6 Q. My understanding of your claim is that the
7 pay statements are inaccurate because they didn't
8 reflect the pay you earned, but never received?

9 A. I think that's a fair statement.

10 Q. I got it right?

11 A. Yes.

12 Q. Okay. Do you contend that you've been
13 injured in any way as a result of inaccuracies in
14 the pay statements?

15 MS. SCHWARTZKOPF: Same objections. It calls
16 for a legal conclusion. He's not an attorney and
17 he's not required to know the law.

18 But can you answer.

19 BY MR. KNOPP:

20 Q. You can answer.

21 A. I don't have some pay that I was entitled
22 to so, yes.

23 Q. You feel like you've been harmed in any
24 other way, besides what you just described?

25 MS. SCHWARTZKOPF: Same objections.

1 PENALTY OF PERJURY CERTIFICATE
2

3 I hereby declare I am the witness in the within
4 matter, that I have read the foregoing transcript and
5 know the contents thereof; that I declare that the same
6 is true to my knowledge, except as to the matters which
7 are therein stated upon my information or belief, and as
8 to those matters, I believe them to be true.

9 I declare being aware of the penalties of perjury,
10 that the foregoing answers are true and correct.

11

12

13

14

15 Executed on the _____ day of _____, ____,
16 at _____, _____.

17

(CITY)

(STATE)

18

19

20

21

22 _____
23
24
25
DOUGLAS R. TROESTER

1 STATE OF CALIFORNIA)
2 COUNTY OF ORANGE) ss:
3

4 I, LINDA D. WHITE, do hereby certify:

5 That I am a duly qualified Certified Shorthand
6 Reporter, in and for the State of California, holder of
7 certificate number 12009, which is in full force and
8 effect and that I am authorized to administer oaths and
9 affirmations;

10 That the foregoing deposition testimony of the
11 herein named witness was taken before me at the time and
12 place herein set forth;

13 That prior to being examined, the witness named
14 in the foregoing deposition, was duly sworn or affirmed
15 by me, to testify the truth, the whole truth, and
16 nothing but the truth;

17 That the testimony of the witness and all
18 objections made at the time of the examination were
19 recorded stenographically by me, and were thereafter
20 transcribed under my direction and supervision;

21 That the foregoing pages contain a full, true
22 and accurate record of the proceedings and testimony to
23 the best of my skill and ability;

24 That prior to the completion of the foregoing
25 deposition, review of the transcript was not requested.

1 I further certify that I am not a relative or
2 employee or attorney or counsel of any of the parties,
3 nor am I a relative or employee of such attorney or
4 counsel, nor am I financially interested in the outcome
5 of this action.

6

7 IN WITNESS WHEREOF, I have subscribed my name
8 this 14th day of March, 2013.

9

10 Linda D. White

11

12 LINDA D. WHITE, CSR No. 12009